

Document No. 4839
12/18/86

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding made this ____ day of
†† November, 1986, by and among the City of Boston (the "City"),
the Boston Redevelopment Authority (the "BRA"), and those
developers and owners of commercial properties in the City of
Boston whose names are subscribed below (the "Developers").

The Developers are the developers and owners of major commercial real estate projects (singly a "Development" and collectively the "Developments"), including office buildings, hotels, retail stores, and offices for institutional use, now existing or in various stages of development or construction. Each of the Developers is a party to one or more of the following forms of agreement with the City and/or the BRA: Development Impact Project Agreements, Sale and Construction Agreements, Land Disposition Agreements, Ground Leases, †† Office/Retail Unit
†† Leases, and Housing and Employment Agreements (collectively the "Development Agreements"). Pursuant to the Development Agreements, the Developers have each agreed to formulate and submit to either the City or to the BRA a voluntary Employment Opportunity Plan the purpose of which is to detail the Developer's good faith efforts to assure that fifty percent (50%) of the employment op-

portunities created in the Development will be made available to Boston residents.

Working in a cooperative effort with the Mayor's Office of Jobs and Community Services ("OJCS"), the Developers have jointly formulated such a plan, and have agreed to pursue the plan uniformly in each of the Developments.

The Employment Opportunity Plan set forth in this Memorandum of Understanding recognizes that substantially all of the entry level new job opportunities to be created in the Developments will be created and filled by tenants of the Developments (the Tenants"). Therefore, the following Employment Opportunity Plan (the "Plan") focuses upon steps which a Developer as landlord can take to urge and encourage its Tenants to hire Boston residents for new job openings. The Plan details two basic approaches to that endeavor, the first being fulfillment of a leadership role in which the Developer/landlord utilizes the employment training and referral resources available in the City of Boston, and the second being acting as a conduit to Tenants for information about those resources. The following paragraphs set forth the joint Employment Opportunity Plan:

I. Undertakings by Developers

A. With respect to all persons employed by a Developer in connection with the operation, management, and

maintenance of, and provision of security to, the Development, each Developer will pursue as a goal the employment of Boston residents in fifty percent (50%) of the work force employed at the Development site. Persons employed by any agent or independent contractor providing maintenance, management, security or similar services whose personnel are permanently assigned to and work at the Development shall be considered employed by a Developer.

B. Each Developer shall become a signatory to the Boston Compact.

C. Each Developer will enter into a First Source Agreement with OJCS substantially in the form attached to this memorandum as Exhibit "A".

D. Each Developer will participate in the Private Industry Council's summer jobs program.

E. Each Developer will assign or cause to be assigned to the management staff for the Development a liaison officer who shall be responsible for compliance with Developer's ongoing obligations under the Plan.

II. Dissemination of Information to Tenants

A. Subsequent to the final execution and delivery of a lease for space in the Development, the Developer will send to the Tenant thereunder a letter substantially in the

form of Exhibit "B" to this memorandum, which letter will transmit the Employment Services Guide annexed to this memorandum as Exhibit "C", which Employment Services Guide has been produced by and at the expense of the Developers with the cooperation of OJCS.

B. During the month of February in each year through and including 1996, the Developer will solicit from each Tenant in the Development statistical information concerning the number of new employees hired by Tenant during the preceding calendar year and the percentage thereof who are Boston residents. Such statistical information will be combined with the statistical information obtained by each of the other Developers who are signatory from time to time to this Memorandum of Understanding from the Developments identified with each signatory hereto, in order to produce a single statistic concerning the number of newly hired employees within the Developments and the percentage thereof who are Boston residents. Such information will be transmitted to both the City and the BRA by the Developers no later than March 31st in each such year.

III. Continuing Joint Efforts

The Developers will convene annually in July of each year through and including 1996 to meet with OJCS for

the purpose of updating and revising the Employment Services Guide. Upon each such update or revision to the Employment Services Guide, each Developer will redistribute the Employment Services Guide, or supplementary or substitute pages thereto, to each Tenant in the Development, accompanied by a transmittal letter to be jointly formulated by the Developers at the time such update or revision is prepared.

The execution of this Memorandum of Understanding subscribing to the foregoing Employment Opportunity Plan by the Developers is hereby recognized by the City and the BRA to satisfy each and every obligation of the Developers under their respective Development Agreements to formulate such a Plan. The foregoing Employment Opportunity Plan is hereby approved by the City and the BRA. Each of the Developers hereby agrees to fulfill all of the undertakings and responsibilities imposed upon a Developer by the Plan from the date hereof through and including August 1, 1996. This Memorandum of Understanding shall be binding upon and inure to the benefit of the successor owners of the respective Developments.

EXECUTED the date first above written.

Signature Page attached to
Memorandum of Understanding

Name of Developer:

Name of Development:

Description of Development Agreement(s):

[Name of Agreement] by and between [Name of Developer]
and [City of Boston or BRA] dated _____

Paragraph or Section of Development Agreement pursuant to which
this Memorandum of Understanding is required:

DEVELOPER:

CITY OR BRA:

FIRST SOURCE AGREEMENT

Preliminary Statement

_____ (the "Developer") is [engaged in the development of] [is the owner of] _____ (the "Development"). Pursuant to a Memorandum of Understanding by and among the Developer, the City of Boston and the Boston Redevelopment Authority dated July __, 1986 setting forth Developer's Employment Opportunity Plan, Developer has agreed to enter into this First Source Agreement with the Mayor's Office of Jobs and Community Services ("OJCS") on behalf of the Boston Job Exchange program (the "Job Exchange") in which OJCS participates.

NOW, THEREFORE, the Developer and OJCS agree that, for the period from the date hereof through July 31, 1996, in seeking qualified employees to fill job vacancies and new employment positions for operating, security, maintenance and management personnel employed at the Development directly by the Developer, or any such personnel permanently assigned to the Development who are employed by any service, maintenance, security or management agent or independent contractor engaged by the Developer, whether such positions be full-time, part-time or seasonal, Developer shall follow the following procedures:

A. Prior to announcing or advertising the availability of an employment position created by vacancy of an existing position or of a new employment position at the Development in any communications medium ~~ft~~ (other than compliance with internal

posting procedures) or with any employment or referral agency, the Developer will notify the Job Exchange of such position, including a general description of the position and Developer's minimum requirements for qualified applicants therefor, and shall request the Job Exchange to refer qualified applicants for such position. The Redeveloper shall refrain from such announcement or advertisement for a period of five (5) business days after notification to the Job Exchange of the availability of such position. Such five (5) day period is hereinafter referred to as the "Advance Notice Period."

B. Upon receipt from the Developer of a notice of an employment position, the Job Exchange shall refer to the Developer candidates for employment whom the Job Exchange believes are qualified for the position and who meet the Developer's minimum requirements for such position, and shall make arrangements for the person or persons referred to be interviewed by the Developer within the Advance Notice Period. In the event that the Job Exchange believes that it is unable to refer qualified candidates for such position within the Advance Notice Period, it shall so inform the Developer, thereby waiving the obligation of the Developer to refrain from further announcement or advertisement to fill such position during the balance of the Advance Notice Period.

C. Nothing contained herein shall prevent the Developer from filling job vacancies or newly created positions without

compliance with the foregoing procedures by transfer or promotion from its existing staff or from a file of qualified applicants maintained by the Developer; provided, however, that the Developer shall give †† first consideration to those applicants in such file previously referred by the Job Exchange. Further, nothing contained herein shall be construed to require Developer or any service, maintenance, security or management agent or independent contractor engaged by the Developer to hire any candidate referred by the Job Exchange.

D. The Developer shall incorporate the provisions of this First Source Agreement in all contracts, agreements, and purchase orders for labor with any service, maintenance, security or management agent or independent contractor engaged by the Developer whose personnel will be permanently assigned to the Development and shall obligate such agent or independent contractor to comply with the procedures set forth in Paragraphs A through C hereof.

Executed this _____ day of _____, †† 1986.

DEVELOPER

By: _____

CITY OF BOSTON ACTING BY AND THROUGH THE
MAYOR'S OFFICE OF JOBS AND COMMUNITY
SERVICES

By: _____

EXHIBIT C: APPROVED
DIP AGREEMENTS

WORKING GROUP AND RELATED PROJECTS

CHIOFARO COMPANY
PETER BERG
ONE POST OFFICE SQUARE
BOSTON 02109
423-9090
PRINCIPAL: DONALD CHIOFARO

INTERNATIONAL PLACE

BEACON COMPANIES
JOSEPH BREITENECHER
ONE POST OFFICE SQUARE
BOSTON MA 02109
451-2100
PRINCIPAL: EDWIN SIDMAN

~~ROWES/FOSTERS WHARVES~~
~~75 STATE STREET~~

DAYMONT PROPERTIES
DUDLEY MALONE
260 FRANKLIN STREET
BOSTON 02110
PRINCIPAL: RICHARD EICHORN

125 SUMMER STREET
20-21 CUSTOM HOUSE STREET

HIMMEL/MKDG
MICHEAL VIZZONE
75 FEDERAL STREET
BOSTON MA
PRINCIPAL: KENNETH HIMMEL

101 FEDERAL STREET

RUBIN COMPANIES
GARY RUBIN
265 FRANKLIN STREET
BOSTON 02110
737-1120
PRINCIPAL: RICHARD RUBIN

99 SUMMER STREET
GOVERNMENT CENTER GARAGE
PARCEL 7

MERIDETH AND GREW
BRIAN FALLON
125 HIGH STREET
BOSTON 02110
2-5330
PRINCIPAL:

150 FEDERAL STREET
NEW ENGLAND LIFE

LINCOLN PROPERTY CO.
DENNIS CORVI
366 FRANKLIN STREET
BOSTON 02110
PRINCIPAL:

101 ARCH STREET

THE DRUKER CO.
DAVID GILMORE
50 FEDERAL STREET
BOSTON 02110
367-5700
PRINCIPAL: RONALD DRUKER

HERITAGE PARK

MEMORANDUM

DECEMBER 18, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: SUSAN ALLEN, ASSISTANT DIRECTOR FOR
DEVELOPMENT AND URBAN DESIGN
PAMELA WESSLING, DEPUTY DIRECTOR FOR PROJECT MANAGEMENT

SUBJECT: AUTHORIZATION TO EXECUTE PERMANENT EMPLOYMENT
OPPORTUNITY PLANS

Several months ago a group of developers began working with the Mayor's Office of Jobs and Community Services and the Authority at the request of Mayor Flynn on the issue of increasing the number of permanent employment opportunities for Boston residents. Each of the developers had agreed in Development Impact Project Plans to formulate a permanent jobs employment opportunity plan. The collaborative effort was initiated to produce uniform standards for such plans. The results of the collaboration include the following:

- o A Memorandum of Understanding (Exhibit A) which presents the Developer's good faith efforts to ensure that fifty percent of the employment opportunities created by the development will be made available to Boston residents. The "Employment Opportunity Plan" outlines the steps a Developer can take to encourage tenants to hire Boston Residents for opening within their firms.
- o A First Source Agreement (Exhibit B) with the Mayor's Office of Jobs and Community Services, agreeing that in filling entry-level positions within the development, the Developer will use the services of the Boston Job Exchange employment referral before embarking on a general recruitment effort.
- o The creation of "Boston for Boston", an employment resource guide to Boston's many job training programs, employment and recruitment agencies, and technical assistance service available to Boston employers. Boston for Boston will be made available to all tenants through the developers, the Mayor's Office of Jobs and Community Services and the Boston Redevelopment Authority.

Developers who are party to Development Impact Project Agreements, Sale and Construction Agreements, Land Disposition Agreements, Ground Leases, Office/ Retail Unit Leases, and Housing and Employment Agreements with the City and/or the Authority will be required to execute a Memorandum of Understanding and First Source Agreement. Developers of thirteen approved Development Impact Projects (see Exhibit C) have committed to do so in fulfillment of the DIP Plan requirement that they submit permanent employment plans.

Staff of the Authority have worked with the Mayor's Office of Jobs and Community Services and the developers to formulate the Memorandum of Understanding and First Source Agreement and recommend that the Board approve the execution of such memoranda.

An appropriate vote follows.

VOTED: That the Director is authorized to execute Memoranda of Understanding for permanent employment opportunities for Boston residents substantially in the form attached hereto as Exhibit A with developers listed in Exhibit C; and further

VOTED: That the Memorandum of Understanding attached hereto as Exhibit A will serve as the basis for agreements between the Authority and developers of projects for which the Authority executes a Development Impact Project Agreement, Sale and Construction Agreement, Land Disposition Agreement, Ground Lease, Office/Retail Unit Lease, and/or Housing and Employment Agreement

